

FIRST AMENDMENT TO LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY, MARYLAND

AND

SUGARLOAF CITIZENS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made this 5th day of June, 1997 between MONTGOMERY COUNTY, MARYLAND (the "County") and SUGARLOAF CITIZENS ASSOCIATION, INC. (the "Tenant").

RECITALS:

A. The County and Tenant entered into a Lease Agreement dated December 27, 1996 (the "Lease") which provides that Tenant, upon the completion of certain work by Landlord, will lease and take possession of certain properties described in Exhibit 1 to the Lease.

B. The Lease provides that the term is to commence upon January 1, 1998, or at an earlier date at the option of the County, which date shall be established by letter to the Tenant, upon completion of the restoration of the barn and repair of the residence located on the Leased Premises, and related site work in connection therewith.

C. The repair of the residence located on a part of the the Leased Premises identified as Part of Parcel 412 was completed on or about May 15, 1997.

D. It is in the interests of the parties and the preservation of the repaired portion of the Leased Premises that, notwithstanding the provisions of Section 2 of the Lease, the Lease Term for the Part of Parcel 412 commence prior to January 1, 1998 and prior to completion of the restoration of the barn located on the Leased Premises.

E. The parties hereto desire to amend the term of the Lease as it relates to the portion of the Leased Premises identified as Part of Parcel 412 and to provide for certain access to the Leased Premises after commencement of the Term.

F. Tenant and County acknowledge they will each be benefitted by the early commencement of the Term as it relates to the residence.

NOW THEREFORE, in consideration of the sum of Ten Dollars, the terms and conditions hereof, and other consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the Lease for the portion of the Leased Premises identified as Part of Parcel 412 hereto shall commence on June 16, 1997. Upon commencement of the term of the Lease as to the portion of the Leased Premises identified as Part of Parcel 412, all of the provisions of the Lease shall be in effect. The term of the Lease for the remainder of the Leased Premises is unchanged. The term of the Lease for the entire Leased Premises shall expire on the earlier of December 31, 2017 or twenty (20) years from the delivery of the remainder of the Leased Premises (such that the Tenant has possession of the entire Leased Premises).

2. Notwithstanding anything to the contrary contained in sections 11 and 20 or elsewhere in the Lease, the Tenant agrees that the County has access to the Leased Premises during the term of the Lease for the following additional purposes:

- a. Planning and installation of landscaping near and around the residence and surrounding environs identified as Part of Parcel 412;
- b. Testing of the potable water supply on the Leased Premises;
- c. Testing for alternative mound septic system or holding tanks;

d. Installation of mound system or holding tank should the existing septic system fail and be unable to be repaired and if applicable, pumping of any septic tank provided by the County on a weekly basis should the existing septic system fail or any holding tank installed by the County on an as needed basis.

3. The Recitals are incorporated into this First Amendment to Lease as if fully set forth.

4. Except to the extent expressly modified by this First Amendment to Lease, there are no other amendments to the Lease.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Lease to be properly executed.

WITNESS:

LANDLORD:

Montgomery County, Maryland

By: J. Annie Peora

By: Douglas M. Duncan
Douglas M. Duncan, County Executive

Date: 6/9/97

WITNESS:

TENANT:

Sugarloaf Citizens Association, Inc.

By: [Signature]

By: Jane S. Hunter
Jane S. Hunter, President

Date: June 5, 1997

Approved as to form and legal sufficiency

Recommended by Department of Public

Office of the County Attorney

Works and Transportation

By: *Diana R. Jones*

By: *Robert C. Merryman*
Robert C. Merryman, Deputy Director

Date: *6/4/97*

Date: *6/5/97*

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Certificate of Insurance



The Company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy or policies numbered and described below.

Certificate Holder's Name and Address:
 Montgomery County Government
 Dept of Public Works and
 Transportation Div of
 Facilities and Services
 110 Washington Street
 Rockville, MD 20850

Insured's Name and Address:
 Sugarloaf Citizens Association, Inc.
 P O Box 381
 Beallsville, MD 20839

TYPE OF INSURANCE	POLICY NUMBER AND ISSUING COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY (*Limits At Inception)
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> Premises—Operations <input type="checkbox"/> Products—Completed Operations <input checked="" type="checkbox"/> Personal & Advertising Injury <input checked="" type="checkbox"/> Medical Expense <input checked="" type="checkbox"/> Fire Damage Legal <input type="checkbox"/> Other Liability <input type="checkbox"/> GARAGE LIABILITY—PREMISES	52PR349372-3001	6-16-97	6-16-98	General Aggregate* 1,000,000 Pr. Comp. Op. Agg.* Each Occurrence 1,000,000 Any One Person/Org. 1,000,000 Any One Person 5,000 Any One Fire 100,000
<input type="checkbox"/> AUTOMOBILE LIABILITY # <input type="checkbox"/> BUSINESS AUTO <input type="checkbox"/> GARAGE <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned # Fill in Either Combined Single Limits or Split Limits				Bodily Injury (Each Person) (Each Accident) Property Damage (Each Accident) Combined Single Limit
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form				Each Occurrence Aggregate*
<input type="checkbox"/> Workers' Compensation and <input type="checkbox"/> Employers' Liability				STATUTORY LIMITS Bodily Injury by Accident Each Accident Bodily Injury by Disease Each Employee Bodily Injury by Disease Policy Limit

Insurance in force only for hazards indicated by X.

Description of Operations/Locations/
 Vehicles/Restrictions/Special Items

Certificate Holder Named as Additional Insured.

Authorized Representative

Mark K. Warner

Date Certificate Issued 6-16-97 Countersigned at: Poolesville, MD
 Cas. 3640-A (9-89)

Certificate of Insurance



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Certificate Holder's Name and Address:
 Montgomery County Government
 Dept of Public Works and
 Transportation Div of
 Facilities and Services
 110 Washington Street
 Rockville, MD 20850

Insured's Name and Address:
 Sugarloaf Citizens Association, Inc.
 P O Box 381
 Beallsville, MD 20839

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July 22, 1997

The Honorable Douglas Duncan
County Executive
Montgomery County, Maryland
101 Monroe Street
Rockville, Maryland 20837

Dear Mr. Duncan:

Pursuant to Paragraphs 6.B and 36 of the lease agreement between Montgomery County, Maryland and Sugarloaf Citizens Association, Inc., dated December 27, 1996, please find enclosed for review by the County a lease which my client, Sugarloaf Citizens Association, Inc., proposes to enter into with Mr. and Mrs. Earl Fox, for the sublease of the property known as the "Stone House" on the Matthews Farm located in Dickerson, Maryland.

Inasmuch as the Association would like to make this lease effective August 1, 1997, Montgomery County's prompt review and approval would be greatly appreciated.

Should you have any questions or require any additional information, please do not hesitate to contact me. With best regards, I remain,

Sincerely yours,



William J. Roberts

WJR:dhg
Enclosure

cc: Mr. Robert C. Merryman, Chief,
Division of Solid Waste, Montgomery
County Department of Public Works and
Transportation
Charles W. Thompson, Jr., County Attorney